erty for public use without compensation, or the taking of liberty or property without due process at law are held in Pardee *v.* Salt Lake County (Utah), 36 L. R. A. (N. S.), 377, not to entitle a person designated by the court to defend an indigent prisoner, to recover compensation for his services from the public.

Gross carelessness in failing to keep books and accounts of clients, and in misrepresenting the facts to clients because of failure to know the truth with respect to them, as his duty requires, are held in Re Robertson (S. D.), 36 L. R. A. (N. S.), 442, not to be sufficient to require the disbarment of an attorney.

Patent—Revocation for Non-Manufacture within United Kingdom —Threat of Action for Infringement—Excuse for Non-Manufacture —Patent Act, 1907 (7 Edw. VII. c. 29), ss. 24, 27—(R.S.C. c. 69, s. 38).—In re Taylor's Patent (1912) 1 Ch. 635. In this case the appellants were the owners of an English patent of invention issued in 1904. The Eriths Engineering Company were owners of another patent of which the appellant's patent was declared by a United States court to be an infringement. The appellants had made efforts to exploit their patent in England, but had been deterred by threats of the Eriths Engineering Company to bring an action for infringement, from proceeding to manufacture their patented article in England. In 1910 the Eriths Engineering Company applied to the Controller-General to revoke the appellants' patent for non-manufacture in England under s. 27 of the Patent Act (7 Edw. VII. c. 29) (see R.S.C. c. 69, s. 38), and the application was granted, but Parker, J., on appeal held that the threat of action was a sufficient excuse, and he cancelled the revocation.—English Case in Canada Law Journal.

Tradename—Company—Similarity of Name—Right of Individual to Trade in His Own Name—Transfer to Company of Use of Individual Name.—Kingston *v.* Kingston (1912) 1 Ch. 575. This was an action tried without pleadings. The plaintiff company sought to restrain the defendant company from using the name of Kingston as part of its trade name. The plaintiff company (Kingston, Miller & Co.) was incorporated in 1897, to carry on the business of caterers formerly carried on by Kingston & Miller. The sole managing director of the company had a son named Thomas Kingston, who was associated as assistant in carrying on the business. In 1911 he left the employment of the plaintiff company and joined with a Mr. Wheatley and established a company which was incorporated as "Thomas Kingston & Co." for the purpose of carrying on a similar business to that of the plaintiff company, and of which new company Thomas Kingston was managing director. Warrington, J., who tried the action, although conceding that Thomas Kingston, in

the absence of a contract to the contrary, had a right to carry on the business of a caterer in his own name, notwithstanding it might cause confusion between his business and that of the plaintiff, yet had no right to transfer the use of his name to a new company, where such use would be calculated to cause confusion between the two companies; and that it made no difference that his name carried with it the reputation of personal qualifications which he placed at the service of the new company.—English Case in Canada Law Journal.

Bailment.—A bailee for hire to transport and store material for the bailor, who contracts to purchase a quantity of such material from the bailor, is held in Atlantic Building Supply Co. *v.* Vulcanite P. Cement Co., 36 L. R. A. (N. S.), 622, to have no right to fill his order from the material in his possession, without the consent of the bailor, and his attempt to do so is held to justify termination of the bailment.

Blasting.—One engaged in blasting on his own property is held in Hieber *v.* Central Kentucky Traction Co. (Ky.), 36 L. R. A. (N. S.), 54, not to be liable for injury to a blacksmith employed on neighboring property, by the plunging of a horse which he is attempting to shoe when frightened by a blast, of which the blacksmith had not been notified, although upon his request the former had been accustomed to notify him when a blast was to be exploded, so that he might protect himself.

Commerce—Telegraph Companies.—That interstate commerce is not unconstitutionally regulated by a state statute under which, as construed by the state courts, telegraph company cannot limit its liability for its negligent failure to deliver a telegram addressed to a person in another state, is declared in Western U. Teleg. Co. *v.* Commercial Milling Co. (U. S. Sup. Ct.), 36 L. R. A. (N. S.), 220. See note, ante, p. 179.